

DEPARTMENT OF EMPLOYMENT AND LABOUR


NO. R. 3729

28 July 2023

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR CIVIL ENGINEERING INDUSTRY (BCCEI):
EXTENSION OF REGISTRATION AND ADMINISTRATION EXPENSES
COLLECTIVE AGREEMENT TO NON-PARTIES**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for Civil Engineering Industry (BCCEI)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Collective Agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 2028.




MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 13/07/2023

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA - 1995**

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO: UKWELULWA KWESIVUMELWANO SOKUBHALISA NEZINDLEKO ZOKUPHATHA UMSEBENZI, SELULELWA KULABO ABANGEYONA INGXYENYE YESIVUMELWANO

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe WezeMisebenzi Nezabasebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yonjiniyela Bezokwaxhiwa Kwemigwaqo Namabhuloho, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube mhlaka 31 kuNcwaba 2028.



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 13/07/2023



REGISTRATION AND ADMINISTRATION EXPENSES AGREEMENT

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COUNCIL SCHEDULE**BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY
REGISTRATION AND ADMINISTRATION EXPENSES COLLECTIVE AGREEMENT**

In accordance with the Labour Relations Act of 1995, made and entered into by and between the –

Employers Organisations

Consolidated Employers Organisation (CEO)

South African Forum of Civil Engineering Contractors (SAFCEC)

Hereinafter referred to as the “employer” or the “employers organisation” of the one party and the –

Trade Unions

Building, Construction and Allied Workers Union (BCAWU)

National Union of Mineworkers (NUM)

Hereinafter referred to as the “employees” or the “trade union” of the other party, being the parties to the Bargaining Council for the Civil Engineering Industry

PREAMBLE

This agreement was entered into by and between the members of the employer organisations and the members of the trade unions under the auspices of the Bargaining Council for the Civil Engineering Industry.

The Minister of Employment and Labour has extended this agreement to all the employers and employees in the industry that are not signatories to this agreement. This has the effect of making the agreement applicable to all employers and employees in the industry.

CHAPTER 1:**1. Application of agreement**

- 1.1 The terms of this agreement shall apply to and be observed-
- (a) throughout the Republic of South Africa; and
 - (b) by all employers and employees in the Civil Engineering Industry who are members of the employers' organisations and the trade unions that are party to this agreement, respectively.
- 1.2 This agreement applies to learners, only insofar as it is not inconsistent with the Skills Development Act, 1998.
- 1.3 This agreement is binding in terms of Section 31 of the Labour Relations Act, 66 of 1995, on the parties which concluded this agreement and shall become binding on the other employers and employees in the industry upon extension by the Honourable Minister of Employment and Labour in terms of Section 32, from a date determined by the Minister.

2. Scope of the Civil Engineering Industry

- 2.1 'Industry' means the Civil Engineering Industry in which employers (other than local authorities) and employees are associated for the purposes of carrying out work of a civil engineering character normally associated with the civil engineering sector and includes such work in connection with any one or more of the following activities:
- a. The construction of aerodrome runways or aprons; aqueducts, bins or bunkers; bridges, cable ducts, caissons; rafts or other marine structures; canals, cooling, water or other towers; dams; docks; harbours, quays or wharves; earthworks; encasements; housing or supports for plant, machinery or equipment; factory or works chimneys; filter beds; land or sea defence works; mine headgears; pipelines; piers; railways; reservoirs; river works; roads or streets; sewerage works; sewers; shafts or tunnels; silos; sports fields or grounds; swimming baths; viaducts or water treatment plants; and/or

- b. Excavation and bulk earthworks; bush clearing and de-stumping; topsoil stripping, drilling and blasting; preparation of bench areas; drilling pre-split holes, blasting and/or cast blasting; secondary blasting; loading, hauling and dumping of mineralized and or waste material to waste dumps or processing plant feed (ROM pad) stockpiles; production dozing of top soil, inter-burden or waste material; pumping and dewatering of storm and or contaminated water, construction and maintenance of; access and haul roads; ramps; waste and processing plant feed (ROM pad) areas; safety beams; high-walls; benches; storm water systems; catch drains; bund walls; surge dams; trimming; scaling or chain dragging of batters; heap-leach pads, tailings dams; dust suppression of loading areas; haul roads and dumping areas; rehabilitation of earth work areas or waste dumps; topsoil spreading; hydro-seeding and watering; and/or
- c. Excavation work or the construction of foundations, lift shafts, piling, retaining's, stairwells, underground parking garages or other underground structures; and/or
- d. The asphaltting, concreting, gravelling, levelling or paving of parking areas, pavements, roads, streets, aerodrome runways or aprons, premises or sites;

and further includes-

- e. Any work of a similar nature or work incidental to or consequent on any of the aforesaid activities; and/or
- f. The making, repairing, checking or overhauling of tools, vehicles plant, machinery or equipment in workshops which are conducted by employers engaged in any of the activities referred to in sub - clauses (a) to (f) inclusive:

but excluding -

- i) Work in connection with any one or more of the activities specified in sub-clause (c) where such work, when undertaken in connection with the erection of structures having the general character of buildings and irrespective of whether or not such work involves problems of a civil

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engineering character, is carried out by the employers erecting such structures;

- ii) Work in connection with any or more of the activities specified in sub-clause (c) when undertaken as an incidental operation in connection with the erection of structures having the general character of buildings or when undertaken by the employers erecting such structures;
- iii) Any work falling within the scope of any other industry; and
- iv) The Mining Industry which is defined as the industry where employers and employees are associated for the purpose, directly or indirectly, for the winning, extracting, processing and refining of a mineral in, on or under the earth or water or from any residue stockpile or residue deposit.

3. Definitions and expressions

- 3.1 Any expression used in this agreement which is defined in the Basic Conditions of Employment Act, 1997, shall have the same meaning as in that Act, and any reference to an Act shall include any amendment to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context-

'Act' means the Labour Relations Act, 1995, 66 of 1995;

'Bargaining unit' shall mean the bargaining unit comprising those employees engaged in the industry in Task Grades 1 – 9 inclusive;

'BCEE' means the Bargaining Council for the Civil Engineering Industry;

'Employee' means –

- (i) Any person, excluding an independent contractor, who works for another person and who receives, or is entitled to receive, any remuneration; and
- (ii) Any other person who in any manner assists in carrying on or conducting the business of an employer.

'Employer' means any person whosoever, including a temporary employment service as defined in clause 198(1) of the Act, who employs or provides work

for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person whosoever in any manner to assist him in the carrying on or conducting of his business;

'Hourly-rated employee' means an employee whose remuneration is calculated on an hourly basis notwithstanding the frequency of the payment thereof, and who is not a salaried employee;

'Law' includes the common law;

'Limited duration contracts of employment' means an employer may employ an employee for a specified, limited contract period in terms of an activity or duration;

'Local authority' means a 'Municipality' as defined in the Local Government: Municipal Systems Act, 2000;

'Overtime' means the time that an employee works during a day, or a week, in excess of the ordinary hours of work prescribed for such employee in Clause 2, Chapter 2 of the BCCEI Conditions of Employment Collective Agreement, but does not include work performed on a Sunday or a paid public holiday;

'Paid public holiday' means any day that is a public holiday in terms of the Public Holiday Act, 1994, 36 of 1994;

'Pay' means payment of remuneration in cash, electronic transfer, by cheque or by other means;

'Permanent employee' means any employee who is not an employee employed in terms of a limited duration contract;

'Salaried employee' means an employee whose remuneration is calculated on a monthly basis notwithstanding the number of hours or days actually worked, who performs work generally understood to be that of a salaried employee, and who is not a "hourly-rated employee";

'Wage' means the amount of money payable to an employee in respect of the ordinary hours of work. Provided that -

- (i) If an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed for Task Grades 1 to 9 as per the BCCEI Wage and Task Grade Collective Agreement, it means such higher amount;

- (ii) the first proviso shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis and receives over and above the amount which the employee would have received had he or she not been employed on such a basis.

4. Period of operation of the agreement

This agreement shall come into operation on such date as may be fixed by the Minister of Employment and Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 31 August 2028.

5. Objective

The objective of this agreement is to provide for the expenses of the BCCEI which shall be vested in and administered by the BCCEI, and for the registration of all employers engaged in the industry.

CHAPTER 2

1. Contributions

- 1.1 The provisions of this clause shall apply in respect of all employees and employers as defined in Clause 1 in Chapter 1 of this agreement.
- 1.2 For employees falling within the bargaining unit, BCCEI administration levy contributions shall be made by employers in the manner specified hereunder, taking into regard that contributions are capped at the published wage rate applied to a Task Grade 9 employee from time to time:
 - (i) From the wages of every employee to whom this agreement applies, the employer shall, each week, including weeks on which the employee is absent or on paid leave, deduct a percentage of 0.425%. This contribution is in respect of an administration and dispute resolution levy.
 - (ii) To the amount deducted in terms of paragraph (i) above, the employer shall add an equal amount and forward the total sum to the BCCEI

each month.

1.3 For employees that do not fall within the bargaining unit, a BCCEI dispute levy shall be made by employers in the manner specified hereunder, taking into regard that the levy is capped at the Earnings Threshold as determined by the Minister of Employment and Labour in terms of section 6(3) of the Basic Conditions of Employment Act, 1997.

- (i) A contribution of 0.125% shall be deducted from all employees' salaries including for periods on which the employee is absent or on paid leave, in respect of a dispute resolution levy.
- (ii) To the amount deducted in terms of paragraph (i) above, the employer shall add an equal amount and forward the total sum to the BCCEI each month.

1.4 Every employer must submit one levy return with two file attachments for scheduled and non-scheduled employees every month with all the required information using the on-line portal system only. No manual returns will be accepted. The employer shall submit the amounts payable each month in terms of sub clause 1.2 and 1.3 above for each employee.

1.5 Payments and levy returns in terms of 1.4 must be made and submitted by no later than close of business on the 7th day of the subsequent month.

1.6 For the purposes of this sub clause only, 'the Act' means the National Credit Act, 34 of 2005.

1.6.1 If any amount that falls due in terms of this clause is not received in full by the BCCEI by the 7th day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions:

- (i) The interest payable shall accrue on the balance of the amount outstanding from time to time from the 7th day until the full amount is received by the BCCEI.
- (ii) The interest shall accrue at the same effective rate as the applicable maximum annual finance charge rates as if the amount outstanding were a "credit transaction" for the purposes of the Act.
- (iii) In the event of the BCCEI incurring any costs or becoming obliged to

pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then be liable to pay forthwith all such costs of whatever nature as between attorney and client and all such collection commission.

CHAPTER 3

1. Registration

1.1 Every employer operating in this industry shall -

- (I) Within one month of the date on which this agreement comes into operation, and in the event of entering this industry after the publication under Section 32 of the Act by virtue of which this agreement is binding, within one month of the date on which the employer who enters the industry, register with the BCCEI. The employer must register using the online platform or by completing the prescribed form which is obtainable from the BCCEI. If this agreement is superseded by a further amended agreement, an employer who holds a current certificate of registration issued under this section or in pursuance of a previous binding agreement, shall be deemed to have complied with the provisions of this sub clause;
- (II) In the event of any change in the name or the address/s at which business is carried out at, or among the partners or, if the employer is a company or close corporation, or in the event of the sequestration of the employer's estate, or if the employer is a company or close corporation, a change of the winding-up of the company or close corporation, or in the event of the transfer or abandonment of the business that is being carried out, or a change in activities or the acquisition or commencement of any other activities or business - furnish to the BCCEI General Secretary, within 14 days of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement, a written statement setting forth full particulars of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement, as the case may be.

- 1.2 The fact that any employer as contemplated in sub clause 1.1 above may claim exclusion or exemption from any one or other agreement or part of an agreement that is binding in the industry shall not exonerate it from complying with the requirements of sub clause 1.1 above.
- 1.3 The requirements of sub clauses 1.1 and 1.2 of this clause shall not be construed as an attempt by the BCCEI to enforce the provisions of any particular agreement administered by it, if such agreement was not in the past binding on the employer and his employees or where exclusions and/or exemptions exist in favour of the employer and his employees.

CHAPTER 4

1. Administration of agreement

The BCCEI shall be the body responsible for the administration of this agreement.

2. Designated agents

- 2.1 The BCCEI shall appoint one or more persons as designated agents to assist in giving effect to the terms of this agreement. For the purpose of enforcing or monitoring compliance in line with this agreement, as the case may be, a designated agent of the BCCEI shall have the right to enter and inspect premises, examine records and interview the employer and/or his employees in any manner that he deems appropriate: Provided that such rights shall be exercised only as is reasonably required for the purpose of enforcement of, or monitoring compliance with this agreement.
- 2.2 After each inspection of an employer's records and operations the designated agent shall prepare a report for the attention of the employer, worker representatives and, in the case of an individual complainant, the complainant concerned, confirming the date and time of the inspection and, if any contraventions of this agreement were identified, a summary of the contraventions and the action that management is required to take to rectify the contraventions. Any disclosure of information shall comply with the

provisions of the Act.

- 2.3 A designated agent shall have the powers set out in sections 33, 33A and Schedule 10 of the Act.

3. Exemptions

- 3.1 Any person bound by this agreement may apply to the BCCEI Independent Exemptions Committee for an exemption from any provision of this agreement in the manner provided for in the BCCEI Exemptions Collective Agreement.
- 3.2 Any person may lodge an appeal against the decision of the Independent Exemptions Committee to the Independent Appeal Board in the manner provided for in the BCCEI Exemptions Collective Agreement.

4. Resolution of disputes

Any dispute about the interpretation, application, or enforcement of this agreement shall be referred to the BCCEI and be dealt with in accordance with the provisions contained in the BCCEI Dispute Resolution Collective Agreement.